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July 9, 2024

VIA ECF

Hon. Pamela K. Chen
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

**Re: *Alejandro Handal v. Tenet Fintech Group Inc.*,
1:21-cv-06461-PKC-RLM**

Dear Judge Chen:

We represent Lead Plaintiff Alejandro Handal (“Plaintiff”) in this securities class action. By letter dated April 8, 2024, we informed the Court that the parties have reached a settlement, in principle, resolving all claims against all Defendants in this Action. (Dkt. No. 53). By letter dated May 21, 2024, we alerted the Court that we required more time to complete the full stipulation of settlement and accompanying documents. (Dkt. No. 54). By letter dated May 30, 2024, we alerted the Court that while the parties have resolved most substantive issues, Defendant had failed to pay the first of several installments in satisfaction of the Settlement. (Dkt. No. 55). By letter dated June 21, 2024 (Dkt. No. 56), we informed the Court that Defendants had not paid the first installment of the Settlement Amount into the escrow account as the Memorandum of Understanding requires.

We file this status report to update the Court according to the Court’s June 21, 2024, order.

Despite Plaintiff’s good faith forbearance, as of today, Defendants have failed to pay the first two installments of the agreed-upon Settlement Amount. Defendants have, therefore, materially breached the binding Memorandum of Understanding for settlement, damaging the putative investor class. According to a July 4, 2024, email from Defendants’ counsel, “the rescue funding the company had been counting on has not been funded. Although there is some chance it will come through, or alternative financing might be obtained (without which the Company would likely fail), the settlement has not been funded and Tenet lacks the ability to do so now.” Counsel concluded, “[s]hould the company obtain financing and be in a position to fund, we will let you know.” In no way whatsoever did Defendants condition the settlement, as the Memorandum of Understanding memorializes it, on obtaining financing.

Consequently, Plaintiff intends to enforce the Memorandum of Understanding against all Defendants, resorting to all potentially viable methods, including executing on a judgment on the assets of all Defendants in Canada and China. Accordingly, Plaintiff respectfully requests the

Court's permission to submit a status report by July 23, 2024, informing the Court of his course of action to enforce the Memorandum of Understanding.

If the Court has any questions, please contact us.

Respectfully submitted,

/s/ Jacob A. Goldberg

Jacob A. Goldberg

cc: All counsel of record (via ECF)